

Amendment 88 **Contract No. 229944**

To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 88 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 26th day of SEPTEMBER, 2010, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate ERG for the work necessary to perform the preliminary analysis to modify the University of Washington (UW) campus card to remove the printed CVN from the primary graphics on the card back. This work is performed per RFCS-RFI 614 *UW Cards without CVN*.
- C. The Parties agree that the Work necessary for the preliminary analysis of the planned change to modify the UW campus card primary graphics will be performed and compensated as described below.

Agreement

Section 1.0 Description of Work

1.1 The Contractor will perform preliminary analysis to determine the impact to the RFCS and to define the scope of work.

(a) The preliminary analysis deliverables will include:

- i. A statement of requirements and scope of work
- ii. A written solution proposal, a detailed solution cost estimate and an initial schedule impact
- iii. A list of configurable items that will be modified or added for the proposed change.

(b) The Contractor's impact analysis will include, but not be limited to the following:

- i. Card Inventory, card ordering, and card stock types
- ii. Card Inventory reports and ad hoc views
- iii. Confirmation that the UW will not be an Asset Participant, but may elect to participate in a direct purchase agreement with the Contractor to order cards.
- iv. Impacts to websites (CHW), CCW, and BAW) and CST's where CVN can be entered
- v. Impact to database (CVN must still be received and populated)
- vi. System security impacts and risks
- vii. Evaluate need to restrict ability to disassociate the card

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

VI. IMPLEMENTATION

SPECIAL PROGRAMS

LUMP SUM COST

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To perform the preliminary analysis necessary to evaluate the impact of modifying the UW campus card to remove the printed CVN from the primary graphics on the card front.	
TOTAL	\$2487

Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment eighty-eight shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

ERG Transit Systems (USA) Inc.

By: _____
Its: _____
Date: _____

The Agencies

By: Mur second
Their: Vice Chair
On behalf of the Agencies
Date: 9/26/10

Signed by ERG Transit Systems (USA) Inc by its attorney Elaine Aulgur pursuant to Power of Attorney dated 18 June 2010:


Elaine Aulgur

20-Sep-10
Date

In the presence of:


Witness Signature

20-SEP-10
Date

Witness name: Danny Hazard